

REMARKS

Claims 1-16 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 112, First Paragraph, Rejection:

The Examiner rejected claims 1, 6, 11 and 16 under 35 U.S.C. § 112, first paragraph, as allegedly failing to comply with the written description requirement. Applicants respectfully traverse this rejection for at least the following reasons.

In the current office action of January 22, 2009, the Examiner maintains the previous rejection of claims 1, 6, 11, and 16 under 35 U.S.C. 112, first paragraph, asserting again that Applicants' specification does not define "quiesce time." Applicants again draw the Examiner's attention to paragraphs [0006], [0007], [0015] and [0034] of the specification. These portions of the specification clearly delineate the notion of quiesce time, and thus the phraseology found in Applicants' independent claims is well-supported in the specification. As long as the description "allows persons of ordinary skill in the art to recognize that [the inventors] invented what is claimed" then the description requirement is satisfied." *In re Gosteli*, 10 USPQ2d 1614, 1618 (Fed. Cir. 1989); *M.P.E.P. 2163.02*. When Applicants' specification is considered as a whole, one skilled in the art would easily recognize the claimed invention. The Examiner's application of the written description requirement in the Final Action is "yet another instance of the sort of 'hypertechnical application' of the written description requirement of §112" that has been repeatedly criticized by the court. *In re Driscoll*, 195 USPQ 434, 438 (C.C.P.A. 1977); *In re Johnson*, 558 F.2d 1008, 194 USPQ 187 (CCPA 1977); *Engineering Development Laboratories v. Radio Corp. of America*, 68 USPQ 238, 241-42 (2d Cir. 1946). Withdrawal of this rejection is respectfully requested.

On page 12, paragraph a) of the Response to Arguments of the current Office Action of January 22, 2009, the Examiner fails to address the passages from the

specification which are listed above. These passages provide explicit support for the claim language in question.

In the Response to Arguments of the current Office Action of January 22, 2009, the Examiner asserts that the phrase “quiesce time” and the word “quiesced” are not defined in Merriam-Webster's Collegiate Dictionary and the Microsoft Computer Dictionary. In fact, the word “quiesce” is defined in both dictionaries. The Oxford Dictionary of the English Language also defines the verb “quiesce.” The word “quiesced” is simply the past-tense form of the verb “quiesce.” As for the phrase “quiesce time,” dictionaries generally do not define phrases, only words. The Examiner asserts again that the word “quiesce” is rarely used, ignoring the substance of Applicants’ previous clear refutation of this assertion. The Examiner asserts that “quiesce time” means “inactive time,” evidently contriving a definition for the term based upon common dictionary entries. The Examiner seems to be implying that “wherein said quiesce time is a time when exclusive access to the data is required by a task” is incompatible with the Examiner’s own contrived definition. However, even under the Examiner’s contrived definition (“inactive time”) there is no inconsistency or incapability. For example, if one task requires exclusive access to the data for a time, then access to that data by other tasks may be quiesced (or rendered inactive, to use the Examiner’s terminology) during that time to provide for the exclusive access. Thus, it is entirely consistent with the plain meaning of “quiesce” to refer to such a time as a “quiesce time.” Such phraseology is also entirely consistent with, and described in, Applicants’ specification. Accordingly, the Examiner’s position is without merit.

In the Response to Arguments of the Office Action of August 6, 2008, the Examiner made no attempt to address the substance of the Applicants’ remarks concerning the rejection under 35 U.S.C. 112, writing dismissively “Applicant argument is not persuasive to consider as ‘need not be described literally (sic).’” The Examiner’s statements do not show that one skilled in the art would not recognize that the inventors had possession of the invention at the time the application was filed. **The Examiner has the burden** of presenting evidence or reasons why persons skilled in the art would not

recognize in the disclosure a description of the claimed invention. *Ex parte Sorenson*, 3 USPQ2d 1462, 1463 (Bd. Pat. App. & Inter. 1987). The Examiner has not met his burden for presenting evidence or reasons why persons skilled in the art would not recognize in the disclosure a description of the claimed invention. The Board has held that “**a bare assertion by the Examiner**” is insufficient for an assertion that the description requirement is not met. *Sorenson*, 3 USPQ2d at 1463 (Bd. Pat. App. & Inter. 1987). The Examiner has the burden to present evidence or reasons, not just bare assertions, why persons skilled in the art would not recognize support for the claimed invention. *In re Wertheim*, 191 USPQ 90 (CCPA 1976). Thus, the Examiner has not stated a *prima facie* rejection. As repeatedly stated by the Board of Patent Appeals & Interferences and by the Court of Appeals for the Federal Circuit, it is well settled that the claimed invention does not have to be described in *ipsis verbis* in order to satisfy the description requirement of §112. *Jacobs v. Lawson*, 214 USPQ 907, 910 (B.P.A.I. 1982). “The subject matter of the claim need not be described literally in order for the disclosure to satisfy the description requirement.” *M.P.E.P.* 2163.02.

Section 101 Rejection:

The Office Action rejected claims 6-16 under 35 U.S.C. § 101 as allegedly not being directed to statutory subject matter. Applicants respectfully traverse this rejection for at least the following reasons.

In both the Response to Arguments of the Office Action of August 6, 2008 and the Response to Arguments of the current Office Action of January 22, 2009, the Examiner asserts, without elaboration, that the Applicants “did not properly amend claims to overcome the rejection.” In fact, in the Amendment accompanying the Request for Continued Examination of June 16, 2008, Claim 6 was amended to recite a processor and a memory storing program instructions executable by the processor to implement a metadata server, and claim 11 was amended to recite a computer-readable, storage medium storing program instructions that are computer-executable. As noted in MPEP 2106.01, “[w]hen functional descriptive material is recorded on some computer-readable

medium, it becomes structurally and functionally interrelated to the medium and will be statutory in most cases since use of technology permits the function of the descriptive material to be realized.” *See, e.g., In re Lowry*, 32 F.3d 1579, 1583-84, 32 USPQ2d 1031, 1035.

In the Response to Arguments of the current Office Action of January 22, 2009, Examiner states that he did not overlook Applicants’ amendments to claims 6 and 11, and that in response to those amendments, “Applicant's amendment to claims 6, 11-14 and 16 have overcome the rejection of claims under 35 U.S.C. 101.” In the very next sentence, however, Examiner writes “However, the claims 6-16 rejection is still maintained.” Examiner statements are contradictory. Moreover, Examiner repeats the same assertion made in the Response to Arguments of the Office Action of August 6, 2008, again without offering any elaboration, that “Applicant did not properly amend claims to overcome the rejection.”

In regard to claim 16, Applicants reiterate their previous assertion that according to the section of the MPEP on Patentable Subject Matter Eligibility, MPEP 2106.II.C, “Where means plus function language is used to define the characteristics of a machine or manufacture invention, such language must be interpreted to read on only the structures or materials disclosed in the specification and "equivalents thereof" that correspond to the recited function. Two *en banc* decisions of the Federal Circuit have made clear that the USPTO is to interpret means plus function language according to 35 U.S.C. § 112, sixth paragraph. *In re Donaldson*, 16 F.3d 1189, 1193, 29 USPQ2d 1845, 1848 (Fed. Cir. 1994) (*en banc*); *In re Alappat*, 33 F.3d 1526, 1540, 31 USPQ2d 1545, 1554 (Fed. Cir. 1994) (*en banc*).” The structures and materials disclosed in Applicants’ specification clearly include computer hardware [0015, 0021, 0032, 0036, 0037]. Therefore, the rejection of claim 16 is improper.

Withdrawal of this rejection is respectfully requested.

Section 103(a) Rejections:

The Office Action rejected claims 1, 3-6, 8-11 and 13-15 under 35 U.S.C. § 103(a) as being unpatentable over Schmeidler et al. (U.S. Patent 6,374,402) (hereinafter “Schmeidler”) in view of Hart (U.S. Patent 6,983,295) and Ribot (U.S. Publication 2003/0187993), and claims 2, 7, 12 and 16 as being unpatentable over Schmeidler in view of Hart, McBrearty et al. (U.S. Publication 2004/0015585) (hereinafter “McBrearty”) and in view of Ribot. Applicants respectfully traverse these rejections for at least the following reasons.

In regard to claim 1, contrary to the Examiner’s assertion, the cited art does not teach or suggest in response to a metadata server receiving a data access request from a client, the metadata server determining a maximum expiration time indicated by a next scheduled quiesce time, as recited in claim 1. The Examiner refers to Schmeidler, FIG.8, and to column 22, lines 48-54 and lines 59-66, as teaching this aspect of Applicants’ claim. However, the cited portion of Schmeidler actually refers to a token authorizing a client to access a purchased title from a network file server (a Random Access File Transport (RAFT) server). The token, illustrated in FIG. 8 as RAFT token 800, contains a start-time element 806 and an end-time element 808, which define the **time interval** during which the client may access a particular resource, namely the title the client has purchased. This has no bearing whatsoever on a metadata server determining a maximum expiration time indicated by a next scheduled quiesce time. The time interval of Schmeidler’s token specifies a particular **time period** during which the client may access a purchased resource. It does not indicate a maximum expiration time indicated by a next scheduled quiesce time, which is a time at which exclusive access to certain data is required by a task. Moreover, the token of Schmeidler is provided not by the network file server (RAFT server), but by the conditional access server (CAS). Thus, Schmeidler clearly does not describe in response to a metadata server receiving a data access request from a client, the metadata server determining a maximum expiration time indicated by a next scheduled quiesce time. Nor do any of the other cited references

teach this aspect of Applicants' claim, whether considered alone or in combination with Schmeidler.

Regarding the preceding paragraph, which was included in **both** the Response to the Final Action of March 31, 2008 **and** in the Amendment accompanying the Request for Continued Examination of June 16, 2008, the Examiner asserts in the Office Action of August 6, 2008 that he disagrees "because the newly added prior art by Hart teaches quiesce time (see col. 16, lines 53-54)," merely repeating the same assertion made both in the Office Action of October 2, 2007 and the Final Action of March 31, 2008. **The Examiner has made no attempt to address the substance of Applicants' remarks.** The Examiner makes the further erroneous assertion that "Applicant did not define the phrase 'quiesce time' until this amendment." In fact, the amendment adding "quiesce time" to claim 1 accompanied the Request for Continued Examination of **July 26, 2007**.

In the Response to Arguments of the current Office Action of January 22, 2009, Examiner repeats the same assertion made in the previous three Office Actions, that he disagrees "because the newly added prior art by Hart teaches quiesce time (see col. 16, lines 53-54)." **Continuing to ignore the substance of Applicants' remarks,** Examiner repeats the erroneous assertion that "Applicant did not define the phrase 'quiesce time' until the previous amendment." In fact, as stated previously, the amendment adding "quiesce time" to claim 1 accompanied the Request for Continued Examination of **July 26, 2007**. Examiner further asserts that "Applicant's definition differs from the definition Examiner obtained." As shown above, "the definition Examiner obtained," i.e. "inactive time," disregards the large canon of established prior art in which the word "quiesce" is used with particular technical precision, neglecting a thoroughly-developed body of technical precedent with which Applicants' usage is entirely consistent.

Further in regard to claim 1, contrary to the Examiner's assertion, the cited art does not teach or suggest the data access request is for data that is also accessible by one or more other clients each having a corresponding unexpired token, as recited in claim 1. The Examiner refers to Schmeidler, column 3, lines 47-51, as teaching this aspect of

Applicants' claim. However, the cited portion of Schmeidler actually refers to security mechanisms to protect content from unauthorized access and replay. In particular, it discloses an authorization token from the conditional access server (CAS) indicating that the requesting user can have access to a specified briq (a portable, self-contained file system, containing all of the files necessary to run a particular title [column 2, lines 60-62]), on a specific RAFT file server, for the length of time spelled out in the negotiated payment type. There is no indication of a data access request for data that is **also accessible by other clients each having a corresponding unexpired token**. Nor do any of the other cited references teach this aspect of Applicants' claim, whether considered alone or in combination with Schmeidler.

In the Response to Arguments of the current Office Action of January 22, 2009, Examiner simply repeats the reference to Schmeidler at column 3, lines 47-51, **making no attempt to address the substance of Applicants' previous response**.

Further in regard to claim 1, the Examiner has not stated a proper reason to combine the teachings of the cited art, nor explained how to combine them. The Examiner asserts that it would have been obvious to combine the teachings of Schmeidler with the teachings of Hart because "Hart's teachings would have allowed Schmeidler's method to provide a recovery method that can be measured in minutes (col. 2, lines 53-54)." However, Schmeidler is directed to encrypted, protected, secure delivery of purchased executable software content from a network file server to a client, whereas Hart is directed to **rapid recovery during failure of a primary active database by an auxiliary database**. The systems of Schmeidler and Hart are completely different *types* of systems. Schmeidler makes no mention of there being primary active and auxiliary databases, so that Hart's goal of recovery aimed at putting a multiple-node database in a physically consistent state is irrelevant. The quoted passage in Hart refers to recovering a multiple-node database into a physically consistent state "in minutes," and has no bearing on Schmeidler's system for encrypted, protected, secure delivery of purchased executable software content from a network file server to a client. Thus, one of ordinary skill would not have combined the teachings of Schmeidler with the teachings of Hart in the manner

proposed by the Examiner. Accordingly, the Examiner has failed to establish a *prima facie* case of obviousness.

In the Response to Arguments of the current Office Action of January 22, 2009, **Examiner makes no response to the points made in the preceding paragraph.**

Further in regard to claim 1, contrary to the Examiner's assertion, the cited art does not teach or suggest *generating an access token that grants the client access to data stored on one or more storage devices associated with the metadata server, where the access token comprises an expiration time set by the metadata server to be no later than the maximum expiration time indicated by the next scheduled quiesce time*, as recited in claim 1. The Examiner again refers to Schmeidler, FIG.8, and to column 22, lines 65-66, as teaching this aspect of Applicants' claim. However, as already explained above, the token described in the cited portion of Schmeidler and illustrated in FIG. 8 as RAFT token 800, contains a start-time element 806 and an end-time element 808, which define the time interval during which the client may access a particular resource, namely the title the client has purchased. This has no bearing whatsoever on an expiration time set by the metadata server to be no later than the maximum expiration time indicated by the next scheduled quiesce time, which is a time at which *exclusive* access to certain data is required by a task. Moreover, the token of Schmeidler is provided not by the network file server (RAFT server), but by the conditional access server (CAS).

In the Response to Arguments of the current Office Action of January 22, 2009, **Examiner makes no response to the points made in the preceding paragraph.**

In further regard to this aspect of claim 1, contrary to the Examiner's assertion, the cited art does not teach or suggest that the token expiration time is set such that the access token will be expired during the next scheduled quiesce time, thus preventing the client from using the access token to access the data during the next scheduled quiesce time as recited in claim 1. Admitting that Schmeidler and Hart do not teach this aspect of claim 1, the Examiner relies upon Ribot to remedy the deficiency. The Examiner refers

to Ribot, paragraph [0036], as teaching this aspect of Applicants' claim. Ribot is directed to controlling access in client-server systems through a multi-level security protocol. At paragraphs [0035-0036], Ribot teaches that his invention accomplishes "the whole of the security and access controls during the authentication and authorization of the client organization. Thus, a set of objects containing the authorized privileges and credentials is distributed, and from this time on no further attention need be paid to it." This has absolutely no bearing upon *setting the expiration time of an access token to be no later than the maximum expiration time indicated by the next scheduled quiesce time such that the access token will be expired during the next scheduled quiesce time, thus preventing the client from using the access token to access the data during the next scheduled quiesce time*, as recited in claim 1. Ribot never discusses **expiration time**, much less **expiration time of access tokens**. Neither is there **any** discussion of **scheduled times of quiescence**, such as a scheduled freezing of the I/O to a specific file or dataset image in a shared storage environment. The cited portion of Ribot refers to the **time of authentication and authorization of the client** organization, when a set of objects containing the authorized privileges and credentials is distributed, from which time forward no further attention need be paid to it. This has nothing to do with a **scheduled time of quiescence**, or with setting an expiration time for an access token such that the access token will be expired during the next scheduled quiesce time, thus **preventing the client from using the access token to access the data during the next scheduled quiesce time**.

In the Response to Arguments of the current Office Action of January 22, 2009, **Examiner makes no response to the points made in the preceding paragraph.**

Further in regard to claim 1, the Examiner has not stated a proper reason to combine the teachings of the cited art, nor explained how to combine them. The Examiner asserts that it would have been obvious to combine the teachings of the cited references *because* Ribot's invention reduces the amount of unnecessary signaling in a **telecommunications network**, especially a **trunked radio telecommunications network** **which may be shared by two or more independent organizations** (page 2, paragraph

[0011]). However, Schmeidler is directed to encrypted, protected, secure delivery of purchased executable software content from a network file server to a client. Not surprisingly, Schmeidler makes no reference whatsoever to a telecommunications network. Ribot, on the other hand, recites a network system of radio communications including a base transceiver station and a base network. The radio telecommunications services provided across the air interface between a base transceiver station and a user radio terminal are at least partly trunked [0029]. The Examiner cites Ribot's reducing unnecessary signaling in such a trunked radio telecommunications network as the reason that it would be **obvious** to combine Ribot with Schmeidler, whose invention is directed to encrypted, protected, secure delivery of purchased executable software content over the Internet. Aside from conjuring this startling justification for joining Ribot with Schmeidler, the Examiner leaves it entirely to the reader's imagination to create a link between this aspect of Ribot and the limitation of claim 1 for *setting the token expiration time such that the access token will be expired during the next scheduled quiesce time, thus preventing the client from using the access token to access the data during the next scheduled quiesce time*. Clearly one of ordinary skill would not have combined the teachings of Schmeidler with the teachings of Ribot as proposed by the Examiner. Accordingly, the Examiner has failed to establish a *prima facie* case of obviousness.

In the Response to Arguments of the current Office Action of January 22, 2009, **Examiner makes no response to the points made in the preceding paragraph.**

Independent claims 6 and 11 recited limitations similar to those found in independent claim 1, and so the arguments presented above apply with equal force to the those claims, as well. For at least the above reasons, the cited references, whether considered alone or in combination, clearly do not teach Applicants' independent claims 1, 6, and 11. Withdrawal of the rejections is respectfully requested.

In regard to claim 16, contrary to the Examiner's assertion, the cited art does not teach or suggest *setting the expiration time of an access token to the earlier of either a maximum expiration time indicated by a next scheduled quiesce time or the default*

expiration time, wherein the access token grants a client access to data stored on one or more storage devices associated with a metadata server, and wherein the access token is set such that the access token will be expired during the next scheduled quiesce time, thus preventing the client from using the access token to access the data during the next scheduled quiesce time, as recited in claim 16. The Examiner refers to Schmeidler, FIG.8, and to column 22, lines 51-54 and lines 59-66, as teaching this aspect of Applicants' claim. However, the cited portion of Schmeidler actually refers to a token, illustrated in FIG. 8 as RAFT token 800, which contains a start-time element 806 and an end-time element 808, which define the **time interval** during which the client may access a particular resource, namely the title the client has purchased. There is absolutely no indication of setting the expiration time to *the earlier of either a maximum expiration time indicated by a next scheduled quiesce time, or the default expiration time*. Nor do any of the other cited references teach this aspect of Applicants' claim, whether considered alone or in combination with Schmeidler.

In the Response to Arguments of the current Office Action of January 22, 2009, **Examiner makes no response to the points made in the preceding paragraph. Examiner also explicitly ignores differences between this aspect of claim 16 and the limitations recited in claim 1.**

Further in regard to claim 16, contrary to the Examiner's assertion, the cited art does not teach or suggest determining a default expiration time and setting the expiration time of an access token to the earlier of either a maximum expiration time indicated by a next scheduled quiesce time or the default expiration time, as recited in claim 16. The Examiner refers to McBrearty, paragraph [0004] as teaching this aspect of Applicants' claim. However, the cited portion of McBrearty only teaches that in a typical system, a security token has a limited lifetime, typically 24 hours before the token expires and the user must re-apply for a new token. Nowhere does McBrearty mention **determining a default expiration time**, or a **next scheduled quiesce time**, much less *comparing the determined default expiration time and a maximum expiration time indicated by a*

next scheduled quiesce time. Moreover, Schmeidler and Hart fail to overcome this deficiency of McBrearty.

In the Response to Arguments of the current Office Action of January 22, 2009, **Examiner makes no response to the points made in the preceding paragraph. Examiner also explicitly ignores differences between this aspect of claim 16 and the limitations recited in claim 1.**

Further in regard to claim 16, the Examiner asserts that it would have been obvious to combine the teachings of Schmeidler with the teachings of McBrearty because “McBrearty’s teachings would have allowed Schmeidler’s system and method for that (sic) allows for security tokens to be utilized which have more flexibility in a networked system (page 1, paragraph [0010]).” The Examiner apparently intended to refer to paragraph [0009] of McBrearty, which refers to more flexible security tokens. However, even the proposed hypothetical combination of Schmeidler with McBrearty would not yield a system or method that includes the limitations of claim 16. At most it would allow Schmeidler to perform the sort of interruptions described in McBrearty at paragraph [0005]. But as McBrearty suggests at [0005], those interruptions would allow a system administrator to block access temporarily to prevent users from writing to the system, which would have no applicability in, and could even hamper, Schmeidler’s system for securely delivering on-demand content over a broadband access network, where the client does not write to the system, but instead plays content such as audio, video, and animation which are stored on the network file server of Schmeidler. Thus, the references actually teach away from this combination, so that one of ordinary skill would not have combined the teachings of Schmeidler with the teachings of McBrearty in the manner proposed by the Examiner. Accordingly, the Examiner has failed to establish a *prima facie* case of obviousness.

In the Response to Arguments of the current Office Action of January 22, 2009, **Examiner makes no response to the points made in the preceding paragraph.**

Further in regard to claim 16, contrary to the Examiner's assertion, the cited art does not teach or suggest *receiving a data I/O request associated with the access token, where the data I/O request is for data that is also accessible by one or more other clients each having a corresponding unexpired token*, as recited in claim 16. The Examiner refers to Schmeidler, column 3, lines 47-51, as teaching this aspect of Applicants' claim. However, the cited portion of Schmeidler actually refers to security mechanisms to protect content from unauthorized access and replay. In particular, it discloses an authorization token from the conditional access server (CAS) indicating that the requesting user can have access to a specified briq (a portable, self-contained file system, containing all of the files necessary to run a particular title [column 2, lines 60-62]), on a specific RAFT file server, for the length of time spelled out in the negotiated payment type. There is no indication that the data I/O request is for data that is **also accessible by one or more other clients each having a corresponding unexpired token**.

In the Response to Arguments of the current Office Action of January 22, 2009, **Examiner makes no response to the points made in the preceding paragraph.**

Further in regard to claim 16, the Examiner asserts that it would have been obvious to combine the teachings of Hart with the teachings of McBrearty because "Hart's teachings would have allowed Schmeidler's method to provide a recovery method that can be measured in minutes (col.2, lines 53-54)." However, Schmeidler is directed to encrypted, protected, secure delivery of purchased executable software content from a network file server to a client, whereas Hart is directed to rapid **recovery during failure of a primary active database by an auxiliary database**. The systems of Schmeidler and Hart are completely different types of systems. Schmeidler makes no mention of there being primary active and auxiliary databases, so that Hart's goal of recovery aimed at putting a multiple-node database in a physically consistent state is irrelevant. The quoted passage in Hart refers to recovering a multiple-node database into a physically consistent state "in minutes," and has no bearing on Schmeidler's system for encrypted, protected, secure delivery of purchased executable software content from a network file server to a client. Thus, one of ordinary skill would not have combined the

teachings of Schmeidler with the teachings of Hart in the manner proposed by the Examiner. Accordingly, the Examiner has failed to establish a *prima facie* case of obviousness.

In the Response to Arguments of the current Office Action of January 22, 2009, **Examiner makes no response to the points made in the preceding paragraph.**

In further regard to claim 16, contrary to the Examiner's assertion, the cited art does not teach or suggest that the access token expiration time is set such that the access token will be expired during the next scheduled quiesce time, thus preventing the client from using the access token to access the data during the next scheduled quiesce time, as recited in claim 16. Admitting that Schmeidler and Hart and McBrearty do not teach this aspect of claim 16, the Examiner relies upon Ribot to remedy the deficiency. The Examiner refers to Ribot, paragraph [0036] as teaching this aspect of Applicants' claim. Ribot is directed to controlling access in client-server systems through a multi-level security protocol. At paragraphs [0035-0036], Ribot teaches that his invention accomplishes "the whole of the security and access controls during the authentication and authorization of the client organization. Thus, a set of objects containing the authorized privileges and credentials is distributed, and from this time on no further attention need be paid to it." This has absolutely no bearing upon *setting the access token expiration time such that the access token will be expired during the next scheduled quiesce time, thus preventing the client from using the access token to access the data during the next scheduled quiesce time*, as recited in claim 16. Ribot never discusses **expiration time**, much less **expiration time of access tokens**. Neither is there **any** discussion of **scheduled times of quiescence**, such as a scheduled freezing of the I/O to a specific file or dataset image in a shared storage environment. The cited portion of Ribot refers to the **time of authentication and authorization of the client** organization, when a set of objects containing the authorized privileges and credentials is distributed, from which time forward no further attention need be paid to it. This has nothing to do with a **scheduled time of quiescence**, or with setting an expiration time for an access token such that the access token will be expired during the next scheduled quiesce time, thus

preventing the client from using the access token to access the data during the next scheduled quiesce time.

In the Response to Arguments of the current Office Action of January 22, 2009, **Examiner makes no response to the points made in the preceding paragraph.**

Further in regard to claim 16, the Examiner has not stated a proper reason to combine the teachings of the cited art, nor explained how to combine them. The Examiner asserts that it would have been obvious to combine the teachings of the cited references because Ribot's invention reduces the amount of unnecessary signaling in a **telecommunications** network, especially a **trunked radio telecommunications network which may be shared by two or more independent organizations** (page 2, paragraph [0011]). However, Schmeidler is directed to encrypted, protected, secure Internet delivery of purchased executable software content from a network file server to a client. Not surprisingly, Schmeidler makes no reference whatsoever to a telecommunications network. Ribot, on the other hand, recites a network system of radio communications including a base transceiver station and a base network. The radio telecommunications services provided across the air interface between a base transceiver station and a user radio terminal are at least partly trunked [0029]. The Examiner cites Ribot's reducing unnecessary signaling in such a trunked radio telecommunications network as the reason that it would be **obvious** to combine Ribot with Schmeidler, whose invention is directed to encrypted, protected, secure delivery of purchased executable software content over the Internet. Aside from conjuring this startling justification for joining Ribot with Schmeidler, the Examiner leaves it entirely to the reader's imagination to create a link between this aspect of Ribot and the limitation of claim 16 for *setting the access token expiration time such that the access token will be expired during the next scheduled quiesce time, thus preventing the client from using the access token to access the data during the next scheduled quiesce time.* Clearly one of ordinary skill would not have combined the teachings of Schmeidler with the teachings of Ribot as proposed by the Examiner. Accordingly, the Examiner has failed to establish a *prima facie* case of obviousness.

In the Response to Arguments of the current Office Action of January 22, 2009, **Examiner makes no response to the points made in the preceding paragraph.**

For at least the above reasons, the cited references, whether considered alone or in combination, clearly do not teach Applicants' independent claims 16. Withdrawal of the rejection is respectfully requested.

Applicants also assert that the rejection of numerous ones of the dependent claims is further unsupported by the cited art. However, since the rejections have been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.

CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5760-19800/RCK.

Respectfully submitted,

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Date: March 23, 2009